

V. 3507

IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

METLOX MANUFACTURING COMPANY, }

Petitioner, }

vs. }

NATIONAL LABOR RELATIONS BOARD, }

Respondent. }

No. 20,299 ✓

On Petition to Set Aside Decision and
Order of the National Labor Relations Board

PETITIONER'S OPENING BRIEF

FILED

AUG 15 1966

WM. B. LUCK, CLERK

SHEPPARD, MULLIN, RICHTER & HAMPTON

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2 FOR THE NINTH CIRCUIT

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4 Petitioner, }

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6 NATIONAL LABOR RELATIONS BOARD, }

7 Respondent. }

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9 On Petition to Set Aside Decision and
10 Order of the National Labor Relations Board

11 PETITIONER'S OPENING BRIEF

12
13 I

14 JURISDICTION

15 The National Labor Relations Board issued its
16 Decision and Order herein dated July 12, 1965, finding peti-
17 tioner guilty of unfair labor practices within the meaning
18 of Sections 8(a)(1) and 8(a)(5) of the National Labor
19 Relations Act. This Court has jurisdiction to review the
20 Board's Decision and Order upon petition of Metlox
21 Manufacturing Company, a person aggrieved thereby. (29 U.S.
22 C.A. § 160(f).) Such petition was filed August 12, 1965.
23
24
25
26

1 II

2 CONCISE STATEMENT OF THE
3 CASE AND QUESTIONS INVOLVED.

4 1. Statement of the Case.

5 The Union was certified as the collective bargaining
6 representative of an appropriate unit of the Company's
7 employees on June 11, 1963. (TXD, p. 3, lines 23-39.)¹

8 On September 17, 1963, the Union filed a refusal-to-
9 bargain charge against the Company (G.C. 1(i)); this charge
10 was settled by a settlement agreement approved by the
11 Regional Director on October 29, 1963. (G.C. 5.)

12 There is no allegation in the complaint nor
13 contention by the General Counsel that any conduct of the
14 Company since the October 29, 1963 settlement agreement
15 constitutes a violation of the Act other than the Company's
16 refusal "to furnish the Union with records and other
17 probative material necessary for the Union to discharge
18 its functions as the statutory bargaining representative
19 of the employees", and that by such conduct the Company
20 refused to bargain in good faith. (TXD, p. 3, lines 25-32.)

21 The issue of whether the Company refused to
22 bargain with the Union prior to the October 29, 1963
23 settlement agreement is pertinent only if it first is held

24
25 ¹"TXD" refers to the Trial Examiner's Decision,
26 adopted by the Board.

1 that the Company engaged in a refusal to bargain
2 following the settlement agreement. (TXD, p. 3,
3 lines 14-19; p. 13, lines 40-62.)

4 During the negotiations, the Union requested
5 information from the Company on a multiplicity of
6 matters: seniority, earnings of employees (including
7 piece work rates), group insurance, time studies
8 done by the Company in settling existing wage rates,
9 information about laid-off employees; all such
10 information requested by the Union was supplied by
11 the Company. (TXD, p. 3, lines 36-41.)

12 The information requested by the Union
13 and supplied by the Company included employees'
14 minimum base rates; top base rates; the Company's
15 review schedule for wage increases; existing fringe
16 benefits (holidays, shift differentials, vacations,
17 group insurance coverage); incentive rates for each
18 product manufactured, by department; payroll review
19 scales as a percent of production; group insurance
20 premium report; group life insurance policy; the
21 method by which the incentive standards were
22 established; average hourly earnings of each
23 employee; total earnings of each employee; hours
24 worked by each employee; samples of the thousands of
25 statistics in connection with incentive rates (the
26 Company offered to supply others, if the Union wished);

1 list of lay-offs, whether recalled and if not, why
2 not; group health and accident experience for 1963;
3 and standard data calculation sheets related to
4 piece rates. (Tr. p. 197, line 5 - p. 202, line 11.)

5 There is no contention that the Company was
6 other than completely cooperative in furnishing the
7 foregoing data and information requested by the Union
8 and, as noted, the Trial Examiner specifically found
9 that the Company supplied such information. (TXD,
10 p. 3, lines 36-41.)

11 The union demanded a wage increase and
12 other cost items (TXD, p. 3, line 4; G.C. 2(b),
13 p. 23, line 22 - p. 24, line 4). These were rejected
14 by the Company on the ground that the Company could
15 not afford any increase on any cost item. (TXD, p. 4,
16 lines 4-7.)

17 The Company gave the Union a detailed analysis
18 of the cost to the Company if the Union's demands were
19 met (TXD, p. 3, line 43 - p. 4, line 4; G.C. 2(b),
20 p. 24, line 5 - p. 29, line 12; Resp. 1; Resp. 2) and
21 also gave the Union the Company's profit and loss
22 statements for 1961, 1962 and 1963. (TXD, p. 4,
23 lines 15-65; G.C. 2(d), p. 203, lines 12-23; G.C.4.)
24 The Company offered to give the Union the profit
25 and loss statements for the past 10 years (G.C. 2(c),
26 p. 114, lines 1-5; p. 117, line 20 - p. 118,

1 line 4), but the Union only wanted them for 1961, 1962 and
2 1963. (G.C. 2(c), p. 118, line 5 - p. 119, line 5.)

3 The 1961 profit and loss statement showed a profit
4 of \$29,966.26; the 1962 statement, a profit of \$5,272.43;
5 and the 1963 statement (through November 30, 1963), a loss
6 of \$4,597.00. (TXD, p. 4, line 62; G.C. 4.)

7 The annual cost of the Union's initial demands was
8 \$218,118.00 (Resp. 1); the Union never reduced its demands
9 below an annual cost of \$68,022.00. (Resp. 2.)

10 The Union wanted to examine the books of the
11 Company to see if there was "poor management", or if there
12 were any "deadheads" on the payroll, or if the assets of the
13 Company were being "bled". (TXD, p. 11, lines 30-33.)

14 At the November 29, 1963 meeting, the Union
15 complained that there must be poor management and that
16 "there are many, many persons who are working there [i.e.,
17 at the Company] that are not necessary for the Company and
18 they are having the high salaries". (G.C. 2(b), p. 47,
19 line 7 - p. 48, line 4.)

20 At the December 18, 1963 meeting, the Union said
21 it wanted the Company's books thrown open to find out "the
22 salaries paid by the Company for their top echelon, who's
23 on the payroll and why they're on", to find out "how much
24 they get paid and why they get paid, if they have any job
25 duties or if they are just on the job as deadheads" and to
26 find out "what title they [i.e., management] carry, what

1 job they do, if they are deadheads on the payroll, it's
2 just loaded up like a lot of companies do, or if they're
3 actually performing a service for the Company". (G.C. 2(c),
4 p. 93, line 26 - p. 94, line 20; p. 97, line 8 - p. 98,
5 line 2; p. 112, lines 18-25.)

6 At the February 14, 1964 meeting, the Union,
7 although acknowledging that the boss's son-in-law does a
8 "whale of a job for him", complained that there were too
9 many people employed in the office (which is not part of
10 the unit) and that there were "helpers helping helpers. I
11 want to know why in the sam hill it is". (G.C. 2(f),
12 p. 434, line 4 - p. 436, line 6.) At the same meeting,
13 the Union said it realized that the Company was in a bad
14 financial position, but wanted to find out how it got that
15 way. (G.C. 2(f), p. 441, line 24 - p. 442, line 18.)

16 At the March 13, 1964 meeting, when asked if it
17 contended that the Company's financial statements were
18 false, the Union made no such contention, but said "We
19 want information for bargaining that -- relative to where
20 the money was spent, who is loaded on the payroll, exactly
21 what went on". (G.C. 2(g), p. 502, lines 1-6.) At the
22 same meeting, the Union, acknowledging that the Company
23 "owes a tremendous amount of money", suggested that some
24 money could be saved in the main office because "we have
25 help in that front office that are running over each other"
26 and "we're making too many reports, too many breakage

1 reports, too many this and that and the other thing. . . .
2 there are duplication of reports". (C.G. 2(g), p. 579,
3 line 16 - p. 583, line 26.)

4 Even though Union representatives admitted that
5 they previously had seen the Company's figures in prior
6 years (G.C. 2(b), p. 85, lines 10-16), knew that the
7 Company was not in good financial shape (G.C. 2(f), p. 414,
8 lines 15-18; G.C. 2(f), p. 429, lines 10-15), owed a
9 "tremendous amount of money" (G.C. 2(g), p. 579, lines 16-
10 21) and did not even have any money with which to buy
11 lumber (G.C. 2(g), p. 584, line 22 - p. 585, line 3), the
12 Union's attorney insisted that a "detailed accounting" be
13 made and that "substantiating information" be furnished to
14 the Union of the following items appearing in the Company's
15 profit and loss statements (TXD, p. 5, lines 1-28):

16 Net sales - less sales discounts

17 Factory and Shipping Wages

18 Other Salaries and Wages

19 Materials, Supplies, Expenses

20 Advertising and Commissions

21 Financial Expenses, Interest, Factoring

22 Depreciation

23 Despite the Union's admissions that it had seen
24 the Company's figures in prior years and knew the Company
25 was not in good financial shape, despite that the Union did
26 not contend that the financial statements furnished by the

1 Company were false, and despite the continuous assertion
2 of the Union that it wanted the books thrown open so that
3 the Union could pass judgment on whether there were any
4 "deadheads" on the office payroll, the Company offered to
5 permit an examination of its books, subject only to the
6 conditions that (1) the examination be in the Company's
7 office (2) by a Certified Public Accountant chosen by the
8 Union and approved by the Company (3) with the cost borne
9 by the Union and (4) with the details of the Company's
10 financial records not to be disclosed to any third parties,
11 including the Union, except to advise the Union whether
12 the Company's profit and loss statements were true. (TXD,
13 p. 5, line 30 - p. 6, line 23.)

14 The Union agreed to each of the conditions,
15 except for the confidentiality of the Company's records.
16 (TXD, p. 6, lines 28-37; G.C. 3(e).)

17 Thus, the "only significant difference between
18 the Respondent [Company] and the Union is the extent to
19 which the information developed by the accountant in the
20 course of his examination of company records can be
21 disclosed to the Union". (TXD, p. 9, lines 30-34.)

22 The Company's position on the examination of
23 its books was fully set forth by February 15, 1964 (TXD,
24 p. 6, line 39 - p. 7, line 45); the charge in this case
25 was filed on March 2, 1964 (G.C. Ex. 1(a)), but the strike
26 did not occur until April 2, 1964. (TXD, p. 13,

1 lines 17-21.)

2 As to the strike, the Trial Examiner concluded
3 that it was not an economic strike, but was an unfair
4 labor practice strike caused by the Company's failure to
5 bare its books. (TXD, p. 13, lines 1-34.)

6 However, this conclusion by the Trial Examiner
7 is not supported by the testimony of the only witness who
8 testified as to the reasons for the strike. This witness
9 was Mrs. Riley, the Union's Financial Secretary, who
10 testified as a witness for the General Counsel.

11 Mrs. Riley, on direct examination, testified that
12 after (not before) the strike had occurred, the Union
13 representatives explained ex post facto to the employees
14 ("so they would know about it") why they had struck, and
15 listed the reasons as stalling tactics, refusal to bargain,
16 unfair labor practices and Mr. Shaw's complete ignoring of
17 the Union. (Tr. p. 167, lines 5-18.)

18 As to the situation before the strike, Mrs. Riley
19 testified on cross-examination that "money . . . probably
20 was the basic concern with the people" (Tr. p. 172,
21 lines 7-8) and that (Tr. p. 175, lines 8-13):

22 A: ". . . at practically every
23 meeting, Mr. Rail [the Union agent]
24 assured us that more than likely we
25 could settle this without a strike.
26 He didn't feel that it would come

1 down to the point of having a strike."

2 Q: "Did he say -- settle what,
3 did he say?"

4 A: "Basically, a good working
5 contract for the people."

6 Mrs. Riley also testified on cross-examination
7 that, as the strike date approached, the employees "pretty
8 well knew by that time in our minds" that "we were not
9 going to receive our 35 cents an hour that we asked for"
10 (Tr. p. 177, line 24 - p. 178, line 7). She also testified
11 that "at all the subsequent meetings," Mr. Rail said that
12 the matter could be settled "very easily without a strike"
13 if such requests as wages, vacation pay, holidays,
14 seniority, job security and insurance were met. (Tr. p.
15 180, lines 4-12.)

16
17 2. Questions Involved.

18 a. Was it a refusal to bargain for
19 the Company, although providing all other
20 information requested by the Union and
21 offering to permit an unrestricted audit
22 of its books, to refuse to permit all
23 the details thereof to be disclosed to
24 the Union, where the Union expressly
25 wanted the information in order to
26 pass judgment on the efficiency of

1 management and on whether there were
2 any "deadheads" on the office payroll?

3 Answer: No.

4 b. Since the employees struck to
5 obtain a good working contract, did
6 the ex post facto explanations of the
7 union representatives convert the
8 strike into an unfair labor practice
9 strike? Answer: No.

10 c. Did the Company violate the
11 October 29, 1963 settlement agreement?

12 Answer: No.

13
14 III

15 SPECIFICATION OF ERRORS

16 1. It was error for the Trial Examiner and the
17 Board to conclude that the Company did not bargain in good
18 faith (TXD, p. 12, lines 37-43; p. 14, lines 35-38);

19 2. It was error for the Trial Examiner and the
20 Board to conclude that the strike was caused by unfair
21 labor practices of the Company (TXD, p. 13, lines 29-34;
22 p. 14, lines 40-42);

23 3. It was error for the Trial Examiner and the
24 Board to conclude that the Company violated the October 29,
25 1963 settlement agreement (TXD, p. 13, lines 40-43; p. 14,
26 lines 44-46.)

1 IV

2 SINCE THE COMPANY AGREED
3 TO AN UNRESTRICTED AUDIT
4 OF ITS BOOKS, IT WAS NOT
5 A REFUSAL TO BARGAIN FOR
6 THE COMPANY TO INSIST UPON
7 THE CONFIDENTIALITY OF
8 INFORMATION WHICH THE UNION
9 WANTED SO AS TO PASS UPON
10 THE EFFICIENCY OF THE MANAGE-
11 MENT AND SO AS TO DETERMINE
12 WHETHER THERE WERE ANY
13 "DEADHEADS" ON THE OFFICE
14 PAYROLL.

15 Here, the Company supplied the Union with profit
16 and loss statements for 1961, 1962 and 1963, offered to
17 supply profit and loss statements for the past 10 years
18 (this offer was refused by the Union), and agreed to an
19 unrestricted audit of its books to substantiate the profit
20 and loss statements. This meets the test of good faith
21 bargaining in every way. (National Labor Relations Board
22 v. Truitt Manufacturing Co., 351 U.S. 149, 152-154, 100 L.
23 ed. 1027, 1032 (1956); Fruit & Vegetable Packers v. National
24 Labor Relations Board, 316 F.2d 389, 390-391 (D.C. Cir.
25 1963).)

26 As the Board said in Yakima Frozen Foods, 130

1 NLRB No. 128, 47 LRRM 1472, 1473-1474 (1961), affirmed
2 in Fruit and Vegetable Packers, supra,:

3 "The relevant rule of law,
4 as enunciated by the Supreme Court
5 in N.L.R.B. v. Truitt Manufacturing
6 Co., 351 U.S. 149, 38 LRRM 2042, is
7 as follows: where an employer claims
8 financial inability to pay a demanded
9 wage increase, his failure to furnish
10 on request substantiating financial
11 information may constitute a violation
12 of Section 8(a)(5) depending on the
13 facts of the particular case, the
14 ultimate inquiry being 'whether or
15 not under the circumstances of the
16 particular case, the statutory
17 obligation to bargain in good faith
18 has been met.' Under the Truitt
19 principle, the obligation to furnish
20 substantiating evidence does not
21 'automatically' follow a claim of
22 inability to pay, nor is the
23 employer obligated to substantiate
24 the claim; it is enough if the
25 employer in good faith attempts
26 to substantiate it.

1 Here, the "circumstances of the particular case"
2 are that the Company cooperated completely by supplying
3 the Union with a multitude of data on a multitude of
4 subjects and agreed to an unrestricted audit of its books
5 to substantiate its financial statements and its claim
6 of inability to pay; under prevailing authority, this
7 constitutes bargaining in good faith.

8 A refusal, such as here, to bare the books to
9 the union so that the union may pass upon the efficiency of
10 management or may pass upon whether there are any "dead-
11 heads" on the office payroll, is not a refusal to bargain;
12 "[t]o bargain collectively in compliance with the statute
13 does not mean that an employer must produce proof to
14 establish that he is right in his business decision as to
15 what he can, or cannot, afford to do. He is left free to
16 decide that himself. . . ." (National Labor Relations
17 Board v. Jacobs Manufacturing Co., 196 F.2d 680, 684
18 (2 Cir. 1952).)

19 The Board itself has held that the mere furnishing
20 of profit and loss statements, which is less than the
21 Company offered in the present case, is sufficient to meet
22 the requirements of good faith bargaining. (Albany
23 Garage, Inc., 126 NLRB No. 52, 45 LRRM 1329 (1960).
24 See also: Tennessee Chair Co., 126 NLRB No. 160, 45
25 LRRM 1472 (1960).)

26 The facts of the present case are entirely

1 different than those involved in this Court's recent
2 decision that failure to provide any substantiating data
3 is a refusal to bargain (National Labor Relations Board
4 v. Western Wirebound Box Co., 356 F.2d 88 (9 Cir. 1966),
5 because here, unlike in Western Wirebound, the Company
6 offered to permit an unrestricted audit of its books,
7 subject only to the requirement that the information be
8 treated confidentially. Where a company offers such
9 financial information, subject only to the requirement of
10 confidentiality, there is no refusal to bargain. (United
11 Fire Proof Warehouse Co. v. National Labor Relations Board,
12 356 F.2d 494, 499 (7 Cir. 1966).)

13 Finally, the full error of the Trial Examiner
14 and the Board in concluding that the Company refused to
15 bargain is emphasized by the acknowledged inability of
16 either to say precisely wherein the Company failed to
17 substantiate its claim of inability to pay; as the Trial
18 Examiner said (and as adopted by the Board) (TXD, p. 12,
19 lines 40-43):

20 "I cannot with preciseness
21 indicate here the scope that
22 the accountant's report should
23 take. Elaboration or explanation
24 of his conclusions should be
25 permitted; on the other hand
26 the report need not be an

1 efficiency survey and critique."

2 In other words, both the Trial Examiner and the
3 Board have concluded that the Company violated Section 8(a)
4 (5), but neither of them are able to say how far, in their
5 opinion, the Company has to go not to be in violation;
6 this not only underscores the departure of the Trial
7 Examiner and the Board from the principles established by
8 prevailing authority, but also is so vague as to raise
9 serious questions about the enforceability of the Board's
10 recommended order that the Company cease and desist from
11 "refusing, upon request, to substantiate its claim of
12 inability to pay any wage increase or other monetary
13 benefits." (TXD, p. 15, lines 34-39.)
14

15 V

16 THE STRIKE WAS AN ECONOMIC
17 STRIKE, AND WAS NOT CAUSED
18 BY ANY UNFAIR LABOR PRACTICE
19 BY THE COMPANY.

20 If a strike would have taken place even if a
21 company had not engaged in an unfair labor practice,
22 then the strike is not an unfair labor practice strike.
23 (NLRB v. Swinerton, 202 F.2d 511, 516 (9 Cir. 1953);
24 NLRB v. Barrett Co., 135 F.2d 959, 962 (7 Cir. 1943);
25 NLRB v. Stackpole Carbon Co., 105 F.2d 167, 176 (3 Cir.
26 1939), cert. den. 308 U.S. 605, 60 S.Ct. 142, 84 L.Ed. 506

1 (1939); NLRB v. Remington Rand, Inc., 94 F.2d 862, 872
2 (2 Cir. 1938), cert. den. 304 U.S. 576, 58 S.Ct. 1046,
3 82 L.Ed. 1540 (1938).)

4 Here, the only evidence that the strike was an
5 unfair labor practice strike was Mrs. Riley's testimony
6 that after the strike the union representatives explained
7 to the employees, ex post facto, that they had struck
8 because of the Company's "stalling tactics, refusal to
9 bargain, unfair labor practices and Mr. Shaw's complete
10 ignoring the union" (Tr. p. 167, lines 10-18); but a
11 mere assertion by a union that it is striking to protest
12 an unfair labor practice does not make the strike an
13 unfair labor practice strike, particularly where (as here)
14 such a finding is based upon the single statement of a
15 highly partisan witness long after the event. (NLRB v.
16 Scott & Scott, 245 F.2d 926, 929-930 (9 Cir. 1957). As
17 Judge Fee said of the situation in the Scott & Scott case,
18 the present case is one where the theory that "unfair
19 practices entered into the calling of the strike is
20 obviously an afterthought when other means had failed,"
21 and the "expression of the Trial Examiner [that the strike
22 was caused by an unfair labor practice] is inconclusive,
23 argumentative and inconsequential." (245 F.2d at 929-930.)

24 Mrs. Riley's testimony on cross-examination
25 shows that before the strike it was a good contract that
26 concerned the employees, not any refusal by the Company

1 to bare its books (see p. 9, line 11 - p. 10, line 15,
2 above). The situation here fits perfectly into the
3 following words from Winter Garden Citrus Food Coop. v.
4 National Labor Relations Board, 238 F.2d 128, 129 (5 Cir.
5 1956), relied upon by the Ninth Circuit in the Scott &
6 Scott case:

7 "It is apparent from . . . [Mrs. Riley's
8 testimony] . . . that the execution of
9 a contract between the employer and the
10 union with satisfactory wage provisions
11 was the central theme which occupied the
12 attention of all concerned. Practically
13 all of the efforts of the organizer were
14 directed towards bringing about a
15 satisfactory arrangement in that vital
16 field, and a number of bargaining sessions
17 were held in connection with it. The
18 labor practices above outlined had never
19 been considered by anyone as having such
20 an importance as possibly to occasion
21 a strike. There must be proof of causal
22 connection between the two to justify
23 the finding that the strike was bottomed
24 in part upon unfair labor practices
25 entitling striking employees to
26 reinstatement.

1 "A careful reading of the
2 evidence here fails to convince
3 us that the Board had before it
4 substantial evidence upon which
5 to base its finding of such a
6 causal connection."

7
8 VI

9 THE COMPANY DID NOT VIOLATE
10 THE OCTOBER 29, 1963
11 SETTLEMENT AGREEMENT.

12 The Trial Examiner says (TXD, p. 13, lines 40-43):

13 "By Respondent's conduct
14 described above in preceding
15 paragraphs, it has violated the
16 provisions of a settlement
17 agreement approved on October 29,
18 1963, providing that it would
19 bargain with the Union pursuant
20 to the provisions of the Act."

21
22 Inasmuch as the Company's "conduct described
23 above" was not a refusal to bargain, it could not in any
24 way be a violation of the settlement agreement.

25 / / /

26 / / /

VII

CONCLUSION

The Board has never ruled that an employer is under an obligation to "bare his books" to a union, or to any other employee representative and, on the contrary, the Board has rejected the principle "as inconsistent with the prevailing authority" and has specifically repudiated all "statements of principle and law with respect to an employer's obligation to substantiate a claim of inability to pay that are inconsistent with those set forth" in this brief. (Yakima Frozen Foods, 130 NLRB No. 128, 47 LRRM 1472, 1473-1474, footnotes 5 and 6 (1961).)

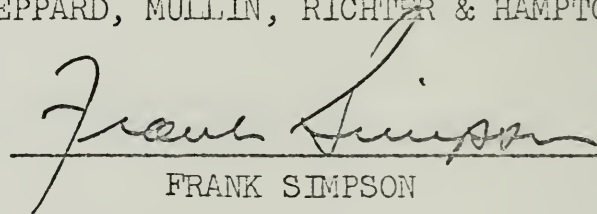
The Trial Examiner and the Board should be reversed, the Company's petition granted, and enforcement denied.

DATED: August 12, 1966.

Respectfully submitted,

SHEPPARD, MULLIN, RICHTER & HAMPTON

By


FRANK SIMPSON

Attorneys for Petitioner

CERTIFICATE OF SERVICE

I, the undersigned, say that I am and was at all times herein mentioned a citizen of the United States and a resident of the County of Los Angeles, State of California, over the age of 18 years and not a party to the within action; that my business address is 458 South Spring Street, Los Angeles, California 90013; that on 12 August 1966 I served PETITIONER'S OPENING BRIEF dated August 12, 1966, on the below-named counsel in said action, by depositing true copies thereof, enclosed in sealed envelopes with postage thereon fully prepaid, in a mail-box regularly maintained by the United States Government at 458 South Spring Street, Los Angeles, California, addressed as follows:

General Counsel, National Labor Relations Board,
21st Region, 849 South Broadway, Los Angeles,
California 90014
Attention: George A. Pappy, Esquire

Alfred M. Klein, Esquire, Messrs. Rose, Klein & Marias
315 West Ninth Street, Los Angeles, California 90015
(on behalf of International Brotherhood of Operative
Potters, AFL-CIO)

Plato E. Papps, Esquire
1300 Connecticut Avenue, Washington 6, D.C.
(on behalf of International Brotherhood of Operative
Potters, AFL-CIO)

/ / /

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/ / /

1 and three copies of the above-named documents to:

2 Marcel Mallet-Prevost, Esquire
3 Assitant General Counsel
4 National Labor Relations Board
5 Washington, D.C. 20570

6 I declare under penalty of perjury that the
7 foregoing is true and correct.

8 Executed on 12 August 1966 at Los Angeles,
9 California.

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Eveline Yudico
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